

A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



Steve Langan
Managing Director, Hiscox UK and Ireland

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL
United Kingdom

or by telephone on +44 (0)1206 773705
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** may also have the right to refer **your** complaint to the Financial Services Ombudsman. For more information regarding the scope of the Financial Services Ombudsman, please refer to www.financialombudsman.ie.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ul style="list-style-type: none"> a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurer named in the schedule.
You/your	The insured named in the schedule.

Conditions precedent

General Conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

- | | |
|-------------------------|--|
| Basis of insurance | <p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p> |
| Change of circumstances | <p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy.</p> |
| Due diligence | <p>3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p> |
| Premium payment | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>5. You or we can cancel the policy by giving 30 days written notice. We will give you a pro rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under €10.</p> <p>If we have agreed that you can pay us the premium by installments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium installments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | <p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p> |
| Other insurance | <p>8. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.</p> |
| Governing law | <p>9. Unless some other law is agreed in writing, this policy will be governed by the laws of Ireland.</p> |

Arbitration

10. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

Special definitions for all property sections

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Business premises	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Property	Tangible property.
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material or any portacabins you occupy within the grounds of the premises shown in the schedule.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Buildings

The buildings, which belong to **you** or for which **you** are legally responsible, at the premises shown in the schedule, including:

- a. outbuildings and annexes;
- b. landlord's fixtures and fittings, fixed fuel tanks;
- c. walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises;
- d. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.

The land at the premises is not included within this definition.

Rent receivable

Rent that **you** cannot legally recover from **your** tenants whilst the **buildings** or any part are unusable as a result of insured **damage**.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings**, or any other items specified in the schedule.

Additional cover

The following are also provided up to the amount shown in the schedule:

Trace and access

1. **We** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, occurring during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of leak or escape.

Emergency services

2. **We** will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following **damage** to the **buildings** not otherwise excluded.

Loss prevention costs

3. **We** will pay for necessary and reasonable costs that **you** incur in order to prevent or minimise insured **damage** occurring to the **buildings**.

Additions to buildings

4. **We** will pay for **damage** occurring during the **period of insurance** to any additions or improvements to the **buildings** once they are completed and become **your** legal responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Inadvertent omissions

5. Having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all property is accounted for, if any such property is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**, provided it is of **standard construction**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such property.

Selling the buildings

6. If **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

Trees, shrubs and plants

7. **We** will pay for **damage** occurring during the **period of insurance** to trees, shrubs or plants at **your business premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion, including **damage** to landscaped gardens caused by the emergency services attending any such incident.

Bequeathed property

8. **We** will pay for **damage** occurring during the **period of insurance** to **buildings** of **standard construction** anywhere in the **geographical limits** which have been bequeathed to **you**, provided:
- a. the **buildings** are not insured elsewhere; and
 - b. **you** tell **us** the additional values as soon as possible and no later than three months from the commencement of your interest in the **property**; and
 - c. **you** pay the additional premium required; and
 - d. the **buildings** have not been left unoccupied or unused for more than 30 days when the **damage** occurs.

Otherwise **we** will not have to pay any claim.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. **storm** or **flood** to gates or fences;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**;
 - m. any **virus**.
 - n. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.

7.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.

8. **war, confiscation and nuclear risks.**
9. the amount of the **excess**.

How much we will pay

Rebuilding and repair	We will pay up to the amount insured unless limited below or in the schedule, but we will not pay more than the amount insured in total for the cost of rebuilding or repair and other costs combined.
Other costs	<p>We will pay the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than its condition when new, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none"> a. The cost of removing debris of the buildings from the premises or the area immediately adjacent; b. The cost of dismantling, demolishing, shoring up or propping up any part of the buildings; c. The cost of complying with any statutory or local authority requirement regarding the damaged and undamaged part of the buildings, unless notice of such requirement was served before the damage and provided the buildings were originally built according to any government and local authority regulations in force at that time. d. The fees of architects, surveyors or consulting engineers. e. Clearing, cleaning and repairing drains, gutters, sewers and the like on your property which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance.
Index linking	The amount insured for buildings will be adjusted monthly in line with any change in nationally published indices. We will not reduce the amount insured without your consent.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You should report to the Gardaí as soon as is reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You should arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Unoccupancy	You must tell us immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than €20,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may then amend the terms of this **policy**. If **you** do not tell **us** about such work, **we** may not pay for any **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without **invalidating** this insurance.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Computers	Computers and ancillary equipment, including software and data carrying media, but excluding data or information entered by you or on your behalf.
Contents	<p>The contents of your business premises used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> a. computers; b. stock; c. fine art; d. tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials, satellite dishes and other general contents; e. pipes, ducting, cables, wires and associated control equipment within the business premises and extending to the public mains; f. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings. <p>Money and personal effects are not included within this definition.</p>
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule or contained in a valuation lodged with us .
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Personal effects	Articles worn, used or carried about the person excluding money and jewellery.
Rent payable	Rent for the business premises that you must legally pay whilst the business premises or any part of it is unusable as a result of damage insured by this section
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your business
Stock	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to contents contained in the **business premises** and any other items as specified in the schedule.

Additional cover

The following are also provided up to the amount shown in the schedule:

Costs following glass breakage

1. The necessary and reasonable costs **you** incur following breakage or scratching during the **period of insurance** of glass, which belongs to **you** or for which **you** are legally responsible, for:
 - a. temporary boarding up;
 - b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;

	c.	replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	2.	Damage occurring during the period of insurance to any additional contents , provided you tell us the additional values as soon as possible and pay the appropriate premium.
Money	3.	Damage occurring during the period of insurance to money held in connection with the business : <ul style="list-style-type: none"> a. in the business premises while open for business; b. in the business premises in a locked safe; c. in transit within the United Kingdom, the Channel Islands, the Isle of Man and Ireland or whilst at the home of any trustee, partner, director, volunteer or employee of yours.
Personal effects	4.	Damage occurring in the business premises during the period of insurance to the personal effects of your employees, volunteers or visitors to the business premises provided they are not insured elsewhere.
Reconstitution of electronic data	5.	The reasonable cost of reconstituting the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Reconstitution of other business documents	6.	The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	7.	The costs you incur to replace locks and keys necessary to maintain the security of the business premises or safes following theft of keys involving force and violence occurring during the period of insurance .
Rent payable	8.	The amount of any rent payable
Building damage by theft	9.	The cost of repairing damage occurring during the period of insurance to the business premises buildings caused by theft or attempted theft and for which you are legally liable.
Personal assault following robbery or attempted robbery	10.	Compensation as shown in the schedule if any trustee, partner, director, employee or volunteer of yours is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance either at the business premises or within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .
Refrigerated stock	11.	The costs you incur to replace spoiled refrigerated goods stored in a refrigeration unit at your business premises caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply. This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer.
Undamaged tenants improvements	12.	Tenants improvements if your lease is cancelled by the lessor as a consequence of damage to the business premises occurring during the period of insurance , provided the cancellation is a valid condition of your lease and tenants improvements are an insured item under this policy .
Defective title – fine art	13.	If, during the period of insurance , someone claims that an item of fine art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the schedule or valuation if this is less. We will only do this if: <ul style="list-style-type: none"> a. you bought the item during the period that the fine art has been insured with us; and b. you tell us about the claim during the period of insurance; and c. you made reasonable enquiries about the item's provenance before you bought it.
Continuing hire charges	14.	Continuing hire charges for contents hired in by you whilst such contents are being repaired as a direct result of damage , provided: <ul style="list-style-type: none"> a. you are legally liable for such costs; and

Contents temporarily elsewhere	<p>b. we have made payment or admitted liability for such damage.</p> <p>15. Damage occurring during the period of insurance to contents, excluding laptops, mobile phones and other portable equipment, temporarily elsewhere in the United Kingdom, the Channel Islands, the Isle of Man or Ireland, including whilst in transit.</p>
Exhibition stands and equipment temporarily elsewhere	<p>16. Damage occurring during the period of insurance to exhibition stands and exhibition equipment temporarily elsewhere in the United Kingdom, the Channel Islands, the Isle of Man or Ireland, including whilst in transit.</p>
Contents kept at home	<p>17. Damage occurring during the period of insurance to contents used and kept at the home of any trustee, partner, director, volunteer or employee of yours for the purposes of the business, provided the home is in the United Kingdom, the Channel Islands, the Isle of Man or Ireland.</p>
Bequeathed property	<p>18. Damage occurring during the period of insurance to contents anywhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Ireland which have been bequeathed to you, provided:</p> <p>a. the contents are not insured elsewhere; and</p> <p>b. you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the contents; and</p> <p>c. you pay the additional premium required; and</p> <p>d. the building in which the bequeathed contents are contained has not been left unoccupied or unused for more than 30 days when the damage occurs.</p> <p>Otherwise, we will not have to pay any claim.</p>
Fund raising stock	<p>19. Damage occurring during the period of insurance to additional stock and provisions you have purchased or which have been gifted to you for any religious festival, fund raising event or fete.</p>
Extinguisher and alarm re-setting expenses	<p>20. The necessary and reasonable costs and expenses you incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following damage covered under this section.</p>
Unauthorised use of utilities	<p>21. The cost to you of any metered water, gas or electricity that you did not use, but you are legally responsible for due to an unauthorised third party occupying or unlawfully using your business premises provided that you discover the unauthorised occupation or unlawful use during the period of insurance.</p> <p>We will not make any payment under this additional cover unless you inspect the unoccupied building at least weekly and take action to prevent further losses as any potential claim is discovered.</p>
Death of a patron	<p>22. The necessary and reasonable costs you incur to re-print any of your printed literature that refers to your patron as a result of their death during the period of insurance provided that you notify us promptly and obtain our approval of the costs before they are incurred. This cover only applies where your patron is under the age of 70 at the start of the period of insurance.</p>

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause. This does not apply to the cover for refrigerated stock;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by storm or fire. This does not apply to the cover for refrigerated stock;
 - c. coastal or river erosion;
 - d. a rise in the water table;

- e. theft from an unattended vehicle between the hours of 9 a.m. and 6 p.m. unless the item is out of sight in a locked compartment;
 - f. theft from an unattended vehicle between the hours of 6 p.m. and 9 a.m. unless the vehicle is within a securely locked garage;
 - g. theft or attempted theft at the **business premises** unless it involves violent or forcible entry into or exit from a securely locked building.
 - h. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - i. **date recognition**;
 - j. a **virus** or **hacker**;
 - k. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage** to property being cleaned, worked on or maintained, other than **fine art**.
 3. **damage** to **stock** caused by **storm** or **flood** unless the **stock** is kept within the **business premises** in secure racking at least 15cm above the floor.
 4. **damage** to any electrical or mechanical plant or equipment (other than **computers**) directly resulting from its own breakdown, explosion or collapse.
 5. breakdown of **computers** unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of a breakdown.
 6. loss or distortion of information resulting from error or malfunction of **computers**.
 7. the value to **you** of any lost or distorted information.
 8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 9. unexplained loss or disappearance or inventory shortage.
 10. loss due to clerical or accounting errors.
 11. loss by fraud or dishonesty of any trustee, partner, director, volunteer or employee of **yours**, unless the loss is notified to **us** within 10 working days of its discovery by **you**.
 12. financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
 13. any indirect losses which result from the incident which caused **you** to claim.
 14. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
 15. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.
- If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
16. **war, confiscation** and **nuclear risks**.
 17. the amount of the **excess**.

How much we will pay

Repair and replacement

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

At our option **we** will repair, restore, replace or pay for any lost or damaged items on the following basis:

- a. for **contents** other than **stock, personal effects** or **fine art**, the cost of repair or replacement as new;
- b. for **stock**, other than second hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**;
- c. for second hand **stock**, other than goods held in trust, the cost of repair or replacement at the trade market value;
- d. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust;
 - ii. the cost of repair or replacement at the trade market value of such goods;
- e. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss;
- f. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is €25,000.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **contents**, the amount **we** pay will be reduced in the same proportion as the under insurance.

Index linking

The **amount insured** for **contents**, excluding **stock** and **fine art**, will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without your consent.

Personal assault following robbery or attempted robbery

We will not pay compensation under more than one heading in the schedule for the same injury.

Pair and sets

If any **contents** which have an increased value because they form part of a pair or set are **damaged** any payment **we** make will take account of the increased value.

Seasonal increase

To account for seasonal increase to **your business**, the **amount insured** for **stock** will be increased by 25% during October, November and December or any other three month period that **you** have notified to **us** prior to the start of the **period of insurance**

Death of a patron

We will pay the necessary and reasonable costs **you** incur in re-printing literature following the death of **your** patron, provided that **you** notify **us** promptly and obtain **our** approval of the costs before they are incurred. The most **we** will pay is €10,000 in the aggregate during the **period of insurance**.

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **contents** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Special limits

Fraud and dishonesty	The most we will pay for all losses occurring during the period of insurance arising from the fraud or dishonesty of any trustee partner, director, volunteers or employee of yours is the amount shown in the schedule.
Computer breakdown	The most we will pay for any loss arising from breakdown of computers during the period of insurance is the amount shown in the schedule. This limit is an aggregate limit applying across the Contents and Business interruption sections of this policy .

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must report to the Gardaí, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You must arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Backing up electronic data	<p>We will not make any payment for reconstitution of electronic data unless you take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the business premises.</p>
Protections	<p>We will not make any payment under this section unless you ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the business premises is left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p>
Unoccupancy	<p>You must tell us immediately if the business premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the business premises is unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €20,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Cash, bank and currency notes in transit	<p>We will not make any payment under this section unless cash, bank and currency notes in transit with a total value:</p> <ol style="list-style-type: none">between €2,000 and €6,000 is carried by at least two able bodied adults;between €6,001 and €10,000 is carried by at least three able bodied adults;in excess of €10,001 is carried by an Irish Security Industry Association approved Cash and Valuables in Transit company. <p>Please check the policy schedule to see what cover you have for money as it may be lower than the above limits.</p>

Please read the schedule to see if **your** loss of **income** or loss of **gross profit, increased costs of working** or **additional increased costs of working** are covered.

The General terms, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Additional increased costs of working	The additional costs and expenses reasonably incurred by you with our prior consent, in order to continue your business or minimise your loss of income or gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The total income of the business carried out from your business premises .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period beginning at the date of the insured damage , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage to property provided that: <ul style="list-style-type: none"> a. the damage is not otherwise excluded by the Buildings or Contents section of this policy; and b. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before any insured damage .
Uninsured working expenses	Purchases less discounts received, bad debts and any other item described in the schedule.

What is covered

We will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by:

Financial losses from insured damage	1. insured damage to property: <ul style="list-style-type: none"> a. insured under the Buildings or Contents section of this policy; or b. insured elsewhere, provided the damage occurred whilst the property is contained in the business premises.
Denial of access	2. insured damage to property within 1km of the business premises which prevents or hinders your access to the business premises ;
Suppliers	3. insured damage at the premises of one of your suppliers operating and based in the Ireland, other than water, gas, electricity or telecommunications services;
Public utilities	4. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the Ireland to the business premises for more than 24 consecutive hours caused by insured damage , to any land based premises of the supply authority or the terminal feed to your business premises or to the underground pipes or underground cables conveying such services from the supply authority to your premises ;
Public authority	5. your inability to use the business premises due to restrictions imposed by a public

authority following:

- i. a murder or suicide;
- ii. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.;
- iii. injury or illness of any person traceable to food or drink consumed on the premises;
- iv. defects in the drains or other sanitary arrangements
- v. vermin or pests at the **business premises**.

- | | |
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| Loss of attraction | 6. insured damage to property within 1km of your business premises resulting in a shortfall in your expected income or gross profit for more than seven consecutive days. |
| Exhibition sites | 7. insured damage at the premises of an exhibition or trade fair within Ireland. |
| Customers | 8. insured damage at the premises of one of your customers based in Ireland. |

What is not covered

1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**.
2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

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| Loss of income | The difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period . We will also pay for increased costs of working . |
| Loss of gross profit | The sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working less any business expenses or charges which cease or are reduced. . |
| Outstanding debts | Any of your outstanding debts which you are unable to recover as a direct result of insured damage to your accounting records. |
| Accountant's charges | The amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section. |
| Under insurance | If your actual income , or your actual gross profit if applicable, during the 12 months immediately preceding the date of the insured damage or restriction is more than 85% of the amount insured , the amount we pay will be reduced in the same proportion as the under insurance. |
| Business trends | The amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your business , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the insured damage or restriction had not occurred. |

Special limits

Computer breakdown

The most **we** will pay for any loss arising from breakdown of **computers** during the **period of insurance** is the amount shown in the schedule. This limit is an aggregate limit applying across the Contents and Business interruption sections of this **policy**.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** or event which might prevent or hinder **you** from carrying on **your business**.

Property insurance

Where the **damage** involves property **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

With regard to breakdown damage to **computers**, this requirement is satisfied if **you** have in force a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.

Accounts records

We will not make any payment for outstanding debts unless **you** keep a record of all amounts owed to **you** and keep a copy of the record away from the **business premises**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Employee	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Ireland working for you in connection with your business who is: <ul style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. self-employed and working on a labour only basis under your control or supervision;d. engaged by labour only sub contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary helper
Fundraising activities	The following fundraising activities arranged by you that occur within the geographical limits : <ul style="list-style-type: none">a. clerical and non-manual work;b. domestic work, including domestic gardening, or car cleaning but not building alterations or repair;c. exhibitions, craft fairs or fetes;d. sponsored walks or hikes;e. charity dinners, luncheons or quiz nights;f. family fun days;g. any other activity not specifically excluded in this section of the policy.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

You / your

Also includes any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of **your** operations.

What is covered

Claims against you

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** of **yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Overseas personal liability

We will indemnify **you** and if **you** so request, any of **your** directors, partners, trustees, or any **employee** or spouse of such person against legal liability as a result of **bodily injury, property damage** or **personal injury** incurred in a personal capacity whilst temporarily outside Ireland other than:

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your business** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any **employee** of **yours**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

What is not covered

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

Property for which you are responsible

- 1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. **employees'** or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;

	<ul style="list-style-type: none"> c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement.
	<ul style="list-style-type: none"> 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to: <ul style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway.
Injury to employees	3. bodily injury to any employee ;
Pollution	<ul style="list-style-type: none"> 4. a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or <ul style="list-style-type: none"> ii. any bodily injury or property damage directly or indirectly caused by pollution, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance; b. any pollution occurring in the United States of America or Canada.
Computer virus	5. transmission of a computer virus .
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by you .
Your products	<ul style="list-style-type: none"> 7. the costs of repairing, reconditioning or replacing any product or any of its parts. 8. a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products.
Inefficacy	9. inefficacy .
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition .
War, terrorism and nuclear	13. war, terrorism or nuclear risks .
Asbestos	14. asbestos risks .
Abuse or molestation	15. abuse or molestation .
Fundraising activities	<ul style="list-style-type: none"> 16. a. any activity involving the use of or provision of any: <ul style="list-style-type: none"> i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or ii. fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or iii. weapons; or b. any activity taking place: <ul style="list-style-type: none"> i. in or on water; or

- ii. underground; or
 - iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure.
 - c. aerial activity of any kind including bungee jumping;
 - d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;
 - e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of **bodily injury** that **you** organise or arrange including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;
 - f. horse riding or any other equestrian activities;
 - g. gymnastics or trampolining;
 - h. extreme activity including but not limited to mountaineering, rock-climbing or potholing;
 - i. any activity that requires the use of guides or ropes (other than tug of war);
 - j. any contact sport or professional sports of any kind;
- unless:
- a. they are undertaken by bona fide third parties; and
 - b. **you** have taken all reasonable steps to ensure that all third parties working on **your** behalf maintain in force public liability insurance for an indemnity limit of not less than this policy.

We will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with this requirement.

B. **We** will not make any payment for:

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|--|--|
| Restricted recovery rights | 1. that part of any claim where your right of recovery is restricted by any contract. |
| Non-compensatory payments | 2. fines and contractual penalties, punitive or exemplary damages. |
| Claims outside the applicable courts | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts. |
| Claims outside the geographical limits | 4. any claim brought against you resulting from work you undertake in any country outside the geographical limits . |

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

- | | |
|-----------|---|
| Products | For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule. |
| Pollution | For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule. |

Claims brought in against you in USA/Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> 1. You or your partner, trustee or director €250 2. Any other employee €100 <p>The most we will pay for the total of all court attendance compensation is €10,000.</p>
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<p>We will not make any payment under this section:</p> <ol style="list-style-type: none"> 1. unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>By email to: liability.claims@hiscox.com; or</p> <p>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.</p> 2. unless you notify us as soon as practicable of: <ol style="list-style-type: none"> a. your discovery that products are defective; b. any threatened criminal action by any governmental, administrative or regulatory body. 3. if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.
Correcting problems	We will not make any payment for products claims if you fail to take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your business who is:</p> <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;self-employed and working on a labour only basis under your control or supervision;engaged by labour only sub contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;a voluntary helper.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.

Unsatisfied court judgments If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man the Channel Islands or Ireland and that judgment remains unpaid for more than 6 months, **we** will pay to the **employee** at **your** request the amount of any unpaid damages and awarded costs provided that:

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

1. Any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

- Terrorism The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs **We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation **We** will pay **you** the following compensation for each day, or part day:
1. **You** or **your** partner or director €250
 2. Any other **employee** €100
- The most **we** will pay for the total of all court attendance compensation is €10,000.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:
By email to: liability.claims@hiscox.com
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

The general terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Computer system	Your own computer network, including any third party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	<p>Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access.</p> <p>A hacker does not include:</p> <ol style="list-style-type: none">any director or partner of yours or any sub-contractor, self-employed freelancer or third party on your premises without permission;anyone who gains access directly through either any computer, computer system or network of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or officer or senior manager in actual control of your operations

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business, any party brings a claim against you arising from:</p> <ol style="list-style-type: none">the content of your email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your business on the website), including alterations or additions made by a hacker, but not connected with any professional business activity for a client, and due to:<ol style="list-style-type: none">your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;any defamatory statement on your website or in your email, including any defamatory statement concerning a client or business competitor of yours;your breach of confidence or infringement of any right to privacy;your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone with whom you do business or who uses your website in the course of their business,your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or extranet or website and hold electronically,a third party's good faith reliance on a hacker's fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker, <p>we will indemnify you against the sums you have to pay as compensation. We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Your losses from vandalism	If, during the period of insurance , a hacker damages, destroys or alters your website or computer system , we will pay the reasonable and necessary costs and expenses you incur with our prior written consent to repair or replace the affected part of the website or computer system to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
 2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website** or **computer system**.
 3. the infringement of any patent.
 4. any unauthorised or fraudulent use of any credit, debit, charge or store card.
 5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
 6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
 7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
 8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
 9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
 10. any data or software unique to your company

Matters insurable elsewhere

11. the death or any bodily or mental injury or disease suffered by anyone.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
14. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition.

17. **date recognition**.

War, terrorism and nuclear

18. **war, terrorism or nuclear risks**

Pre-existing problems

- B. **We** will not make any payment for:
1. any claim, potential claim or loss or payment which could be made under this section which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Non-compensatory payments	<ol style="list-style-type: none"> 2. fines and contractual penalties, punitive or exemplary damages. 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	<ol style="list-style-type: none"> 4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of indemnity

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
 - b. any claim or threatened claim against **you**.
 - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail.
 - d. any damage, destruction or alteration to **your website** or **computer system**.
 - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection and back-ups

We will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;
- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar months of the date of the accident.
Disablement	Loss of sight, loss of hearing, loss of limb or loss of speech.
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule provided that the person is under 70 years old at inception
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, foot or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of sight	Permanent and total loss of sight in an eye.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

What is not covered

We will not make any payment for:

Hazardous pursuits

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parasailing, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;

- d. armed forces activities including operations, exercises or training;
- e. flying as a pilot or any other aerial activities other than travel by commercial airlines as a passenger.
- Other exclusions
2. any injury directly or indirectly arising out of or contributed to by:
- a. any emotional or psychiatric disorder or condition;
- b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
- c. the **insured person** committing suicide or attempted suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
- d. any criminal act by the **insured person**;
- e. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
- f. pregnancy or any condition connected with pregnancy or childbirth;
- g. any physical or mental defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
- h. **war, terrorism or nuclear risks.**

How much we will pay

- Payment of benefit **We** will pay the appropriate benefit shown in the schedule, but **we** will not pay more than one of the benefits in respect of the same accident.
- Payment of medical expenses **We** will also pay **medical expenses** incurred in connection with the **accidental bodily injury** up to but not exceeding 15% of the benefit paid, subject to a maximum amount of €10,000 for each **insured person** during the **period of insurance**.
- Maximum accumulation any one conveyance The maximum amount **we** will pay in all under this and any other personal accident insurance issued by **us** in **your** name in respect of all **insured persons** travelling in the same conveyance is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, **we** will pay an amount under this **policy** which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.

Your obligations

If a problem arises

We will not make any payment under this section unless:

1. **you** notify Van Ameyde Wallis promptly of any injury or illness which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given.

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

Claims

- Procedural conditions for claims
1. Written notice must be given to Van Ameyde & Wallis Limited as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If **disablement** results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.



Personal accident
Policy wording



2. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent, BR1 1TS, United Kingdom (telephone number 0044 20 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a law firm on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **DAS**. **Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.)**

It will help if **you** keep the following points in mind:

How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the claims department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at newclaims@das.co.uk.

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the amount shown in the schedule for this section.

Special definitions for this section

DAS	DAS Legal Expenses Insurance Company Limited.
The policyholder	The insured named in the policy schedule.
Insured person	The policyholder and the policyholder's directors, partners, managers, employees and any other individuals declared to us by the policyholder .
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident – 4 tax protection), the date of occurrence is the date of the event that leads to a claim. 2. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. 3. For full enquiries or aspect enquiries, the date of occurrence is when the HM Revenue & Customs first notifies in writing the intention to make enquiries. <p>For employers' compliance and value added tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder.</p>
Costs and expenses	
Legal costs	<p>All reasonable and necessary costs chargeable by the appointed representative on a standard basis.</p> <p>Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS.</p>
Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative .
Attendance expenses	<p>The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. DAS will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount DAS will pay is based on the following:</p> <ol style="list-style-type: none"> a. the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours; b. if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages; c. if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
Territorial limit	<p>For insured incidents 2 legal defence (excluding 2.4), and 3 b. bodily injury</p> <p>The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p>

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **DAS**.

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes

DAS will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1 a**.

Provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS code of disciplinary and grievance procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service.
2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** legal claims centre prior to serving notice of redundancy.
4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - d. statutory rights in relation to trustees of occupational pension schemes;
 - e. statutory rights in relation to Sunday shop and betting work.
2. non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage laws.
4. any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request:

1. **DAS** will defend the **insured person's** legal rights
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. police;
 - ii. health and safety executive and/or local authority health and safety enforcement officer ;
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies;

2. at the time of the **insured incident**, the **policyholder** has registered with the information commissioner in respect of **insured incident 1 c**.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

DAS will negotiate for the **policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of the **policyholder**, following:

1. any event which causes or could cause physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by the **policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by the **policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **policyholder**;
4. mining subsidence;
5. defending the **policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where the **policyholder** is engaged in the business of selling motor vehicles.

b. Bodily injury

At the **policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of the **policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and **any subsequent appeal proceedings**.

b. Employers' compliance

DAS will negotiate on behalf of the **policyholder** and represent them in any appeal proceedings in respect of a dispute concerning the **policyholder's** compliance with pay as you earn or social security regulations following a review by HM Revenue & Customs.

c. VAT disputes

DAS will negotiate on behalf of the **policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of value added tax due.

Provided that:

1. for all **insured incidents**, the **policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
2. **DAS** will not pay more than £2,000 for **aspect enquiries**.

What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for value added tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **DAS** ask for, in writing;
 - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.
2.
 - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**;
 - b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or

- ii. there is a conflict of interest;
 - c. before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**;
 - d. an **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS'** standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times;
 - e. **DAS** will have direct contact with the **appointed representative**;
 - f. an **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim;
 - g. an **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
 - a. an **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**;
 - b. if an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
 - c. **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. if **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited;
 - b. an **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
 5. if an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6. if an **insured person** settles a claim or withdraws their claim without **DAS'** agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
 7. if there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS'** internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 8. **DAS** may at their discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
 9. this policy will be governed by English law.

Helpline services	DAS provide these services 24 hours a day, seven days a week during the period of insurance . To help DAS check and improve their service standards, DAS record all calls.
Eurolaw commercial legal advice	DAS will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.
Tax advice	DAS will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.
Business assistance	In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder . All costs of assistance provided are the responsibility of the policyholder . To contact the above services, phone us on 0117 933 0626 quoting your policy number.
Counseling	DAS will provide all employees (including any members of their immediate family who permanently live with them) of the policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons DAS cannot control. Please do not phone DAS to report a general insurance claim.
The employment manual	The DAS employment manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit the DAS website at www.das.co.uk . From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for your own use. Contact DAS at marketing@das.co.uk with your email address, quoting your policy number and DAS will contact you by e mail to inform you of future updates to the information.
DASbusinesslaw	At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible. From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead. To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is DAS472301 .

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding made against an insured person seeking monetary damages or other legal relief alleging a wrongful act .
Crisis containment costs	Costs incurred in utilising the services of Chelgate Limited following a claim to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of you .
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business .
Employment claim	A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee .
Health and safety/ manslaughter claim	Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
Insured person	<ol style="list-style-type: none"> 1. any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you. 2. any de facto director whilst acting in such capacity for you. 3. any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. 4. any employee of you. 5. the lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. 6. the estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into you or any insured person conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .

Loss	<p>The amount any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include:</p> <ol style="list-style-type: none">any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;punitive and exemplary damages in relation to an employment claim;the multiplied portion of any damages award unless awarded for defamation.
Pollutant	<p>Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).</p>
Pollution	<p>Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.</p>
Retired trustee	<p>Any insured person no longer acting in such capacity</p>
Subsidiary	<p>Any entity in which you:</p> <ol style="list-style-type: none">own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; orcontrol a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act or employment practice wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties in their capacity as your trustee, committee member, volunteer, director, officer or employee including:</p> <ol style="list-style-type: none">breach of any duty, including fiduciary or statutory duty;breach of trust;negligence, negligent misstatement, misleading statement or negligent misrepresentation;defamation;wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);breach of warranty of authority;any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, officer or employee of you.
You / your	<p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:</p> <ol style="list-style-type: none">is not domiciled in the United States of America;does not trade any of its securities on any United States of America exchange; <p>but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary.</p> <p>If you require cover for any newly created or acquired subsidiaries which do not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the terms and conditions of this section during the period of insurance and may charge a reasonable additional premium.</p>

What is covered

Claims against an insured person	<p>We will pay on behalf of any insured person the loss arising from a claim first made during the period of insurance against any insured person for any wrongful act within the geographical limits.</p>
Charity/'not for profit' body reimbursement	<p>We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim first made during the period of insurance against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</p> <p>If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss.</p>
Employment claims	<p>We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours.</p> <p>This cover does not apply if the insured person is covered under the employment practices liability section of this policy.</p>
Extradition proceedings	<p>We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance.</p>
Health and safety/manslaughter	<p>We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health & safety/manslaughter claim (or equivalent legislation in any other jurisdiction) against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule.</p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Pension/employee benefit schemes claims	<p>We will pay on your behalf loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund.</p>
Pollution claims	<p>We will pay on your behalf loss in respect of a claim arising from pollution.</p>
Representation costs	<p>a. We will pay on behalf of any insured person the legal representation costs arising from an investigation where your or an insured person's attendance is required first notified as being required during the period of insurance,</p> <p>b. We will pay on your behalf the legal representation costs arising from an investigation where an insured person's attendance is required which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.</p>
Bail costs	<p>We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits.</p> <p>The limit provided under this cover shall be 10% of the total limit shown on the schedule or €250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule.</p>
Crisis containment costs	<p>We will pay on behalf of any insured person the crisis containment costs arising from a claim.</p> <p>The limit provided under this cover shall be limited to a maximum of €25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule.</p> <p>For the avoidance of doubt, should the Professional and legal liability section of this policy also be effected, only one crisis containment costs limit shall apply.</p>

What is not covered	A. We will not make any payment for any claim, loss or investigation:
Deliberate or dishonest acts	<p>1. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; ii. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled. iii. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur.</p>
Charity commissioners	<p>2. based upon, attributable to or arising out of an act which an insured person knew, or must be assumed to have known, was not in the interests of the charity or where the insured person did not care whether it was in your best interests or not.</p>
Prior claims, investigations and circumstances	<p>3. based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p>
Prior litigation	<p>4. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person or you initiated prior to the date shown under the prior and pending litigation date in the schedule.</p>
Defined benefit pension schemes	<p>5. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p>
Claims in the United States of America	<p>6. based upon, attributable to or arising out of any wrongful act committed or attempted in the United States of America.</p>
Bodily injury or property damage	<p>7. based upon, attributable to or arising from or mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by you.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim. This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Takeovers and mergers	<p>8. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company.</p> <p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p>

Special conditions

General terms

The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each **insured person** and to **you**, except for General condition 3. Premium payment, which applies only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only **we** waive **our** right to rescind the **policy** on the grounds of non-disclosure or mis-representation.

General condition 5. Cancellation will only apply to this section at the end of the **period of insurance** or anniversary date whichever comes first.

You agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

Information provided by
an Insured person

All information which any **insured person** provides before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under **Your Obligations** will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired trustees special condition.

Takeovers and mergers
extended notification period

In the event that **you** merge or consolidate with another company during the period of insurance you may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current period of insurance, provided that such extension shall only apply to claims arising from any wrongful act committed or alleged prior to the date of such takeover or merger.

The extended notification period and retired trustees special condition shall not apply to any such extension.

Retired trustees

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position, this section shall continue in force for a period of 120 months from the date of non renewal (the 'run-off period'), provided that:

- a. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
- b. the run-off period shall run concurrently with any extended notification period;
- c. no similar insurance is effected elsewhere.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of €250,000 in the aggregate, provided that the **insured person** has not been the subject of a previous **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
 - a. The **insured person's** first awareness of any **wrongful act**.
If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
 - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner of any person.
 - c. Any **investigation** into **you**.
 - d. The start of any disqualification proceedings against any **insured person**.
 - e. Any threat to start proceedings against any **insured person** for pollution.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** we will give retrospective consent provided our consent is obtained within 14 days of first incurrance of such **defence costs**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person who is not an **insured person**, **we, you** and the **insured person** shall use **our** best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

**Crisis containment
costs contact details**

24-hour crisis line: Telephone 0207 9397 999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London, SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: hiscox@chelgate.com

Web: www.chelgate.com

You will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.